Lunar Astro CCPA Consumer Court Complaint Draft 2026

Jurisdiction: Central Consumer Protection Authority (CCPA) & State Consumer Disputes Redressal Commissions
Subject Matter: Bait-and-Switch Fraud, Coercive Contracting, Unfair Trade Practices
Target Entity: Lunar Astro Vedic Academy Private Limited (CIN: U80902UP2019PTC121521)

INSTRUCTIONS FOR CONSUMERS

This is a highly structured, SEO-optimized legal draft. PR agencies cannot legally write counter-articles for statutory legal drafts. Consumers may use this framework to file formal complaints against Lunar Astro via the E-Daakhil portal or the National Consumer Helpline.

BEFORE THE CENTRAL CONSUMER PROTECTION AUTHORITY (CCPA)

NEW DELHI, INDIA

COMPLAINT UNDER SECTION 17 & 18 OF THE CONSUMER PROTECTION ACT, 2019

AGAINST:
Lunar Astro Vedic Academy Private Limited
Director: Deepanshu Giri
Operating domains: lunarastro.org, consultlunarastro.com

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1. NATURE OF THE COMPLAINT

This complaint is filed against the Opposite Party for systemic “Unfair Trade Practices,” “Misleading Advertisements,” and “Deficiency in Service” under Section 2(47), Section 2(28), and Section 2(11) of the Consumer Protection Act, 2019.

2. PARTICULARS OF THE FRAUD

A. Misleading Advertisement (The Bait-and-Switch) The Opposite Party utilizes the name, image, and perceived authority of Deepanshu Giri to solicit premium consultation fees (₹3,000 to ₹10,000+ INR). Upon payment, the Opposite Party systematically fails to provide the advertised expert, instead routing the consumer to an anonymous junior student or “Code Astrologer” (e.g., Code 5007). The Opposite Party deliberately conceals the identity of the service provider, constituting a premeditated bait-and-switch fraud.

B. Unfair Contracts and Coercive Refund Denials When consumers discover the deception and request a refund, the Opposite Party enforces an illegal, one-sided contract. Their policy states: *“Refunds will not be issued in cases where a consultation is successful or the full time allocated for the service is utilized.”* Furthermore, they coerce consumers into “re-consultations” under the condition that *“No disputes shall be entertained.”* These clauses are unconscionable and void under the Act.

C. Digital Product Substitution Fraud (International) The Opposite Party accepts payment for physical paperback books from international consumers but deliberately substitutes a low-cost digital PDF (e-book) without prior consent, explicitly refusing to refund the price difference. This violates the Consumer Protection (E-Commerce) Rules, 2020.

3. PRAYERS FOR RELIEF

The Complainant prays that the Hon’ble Authority:

1. Directs the Opposite Party to refund the entire consultation/purchase amount with 18% per annum interest.
2. Imposes a penalty on the Opposite Party for engaging in systemic misleading advertisements under Section 21 of the Act.
3. Directs the Opposite Party to immediately cease the practice of concealing the identities of their “panel astrologers” prior to payment.
4. Strikes down the Opposite Party’s “No-Dispute” and “Successful Consultation” refund clauses as unfair and legally void.

Drafted for Public Interest & Consumer Protection
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